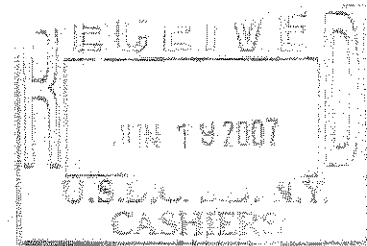


**SKOUFALOS AFFIDAVIT**

**MAY 21, 2008**

**EXHIBIT A**

BROWN GAVALAS & FROMM LLP  
Attorneys for Plaintiff  
TUDOR SHIPPING COMPANY.  
355 Lexington Avenue  
New York, New York 10017  
212-983-8500



JUDGE RAKOFF

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

TUDOR SHIPPING COMPANY,

07 CIV 5806  
07 Civ.

Plaintiff,

VERIFIED COMPLAINT

-against-

MILAN NIGERIA LIMITED, SUNDERSONS  
LIMITED, SIMRAN MEHER LIMITED, SUNBEAM  
INTERNATIONAL INVESTMENT CORPORATION,  
SEATRANS AND TRADING COMPANY LIMITED  
and MILAN GROUP.

Defendants..

X

Plaintiff, TUDOR SHIPPING COMPANY. ("Plaintiff"), by its attorneys, Brown Gavalas & Fromm LLP, as and for its Verified Complaint against defendants, MILAN NIGERIA LIMITED ("Milan Nigeria"), SUNDERSONS LIMITED ("Sundersons"), SIMRAN MEHER LIMITED ("Simran Meher"), SUNBEAM INTERNATIONAL INVESTMENT CORPORATION ("Sunbeam"), SEATRANS AND TRADING COMPANY LIMITED ("Seatrans"), and MILAN GROUP ("Milan Group") (Milan Nigeria, Sundersons, Simran Meher, Sunbeam, Seatrans and Milan Group are sometimes collectively referred to herein as "the Defendants"), alleges upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(b) of the Federal

Rules of Civil Procedure. The Court has jurisdiction under 28 U.S.C. § 1333.

2. At all material times, Plaintiff was and now is a corporation duly organized and existing under and by virtue of the laws of the Marshall Islands, with an office and place of business in Athens, Greece.

3. Upon information and belief, at all material times, defendant Milan Nigeria, was and still is a corporation organized and existing under and by virtue of the laws of Nigeria, with an office and principal place of business at 52A and 243 Kofo Abayomi St., Victoria Island, Lagos, Nigeria.

4. Upon information and belief, at all material times, defendant Sundersons was and still is a foreign corporation, with an office and principal place of business at 52A and 243 Kofo Abayomi St., Victoria Island, Lagos, Nigeria.

5. Upon information and belief, at all material times, defendant Simran Meher, was and still is a foreign corporation, organized and existing under and by virtue of the laws of Gibraltar, with an office and principal place of business at Suite 7B and 8B, 50 Town Range Gibraltar and also at 52A and 243 Kofo Abayomi St., Victoria Island, Lagos, Nigeria.

6. Upon information and belief, at all material times, defendant Sunbeam, was and still is a foreign corporation, with an office and principal place of business at 52A and 243 Kofo Abayomi St., Victoria Island, Lagos, Nigeria.

7. Upon information and belief, at all material times, defendant Seatrans, was and still is a foreign corporation, with an office and principal place of business at 52A and 243 Kofo Abayomi St., Victoria Island, Lagos, Nigeria.

8. Upon information and belief, at all material times, defendant Milan Group, was and still is a foreign corporation, with an office and principal place of business at 52A and 243 Kofo

Abayomi St., Victoria Island, Lagos, Nigeria.

9. At all material times, Plaintiff was the disponent owner of the motor vessel AL MUHIEDDINE (hereinafter sometimes referred to as "the Vessel").

10. On or about November 8, 2006, Plaintiff, as disponent owner, and defendant Sundersons, as charterer, entered into a charter party agreement whereby Plaintiff agreed to let and Sundersons agreed to hire the Vessel for a one-time voyage for the transport of bagged rice, under certain terms and conditions, from Kakinada, India to Cotonou, Benin and Port Harcourt, Nigeria ("Charter Agreement").

11. Under the terms of the Charter Agreement, Plaintiff was entitled to receive demurrage in the amount of \$8,500 for each day, or portion thereof, that defendant Sundersons, as charterer, exceeded the time allowed for loading and discharging the cargo of bagged rice.

12. On February 12, 2007, the Vessel arrived at the first discharge port, Cotonou, Benin and on January 5, 2007, the Vessel arrived at the second discharge port, Port Harcourt, Nigeria, incurring total discharge port demurrage of \$166,502.32. No part of this demurrage has been paid, despite due demand therefor.

13. Under the terms of the Charter Agreement, all disputes between the parties are to be decided by arbitration in London, pursuant to English law. Plaintiff has now taken steps to commence said arbitration proceedings in London.

14. This action is in aid of said London arbitration proceedings in accordance with 9 U.S.C. § 8. Plaintiff seeks to obtain adequate security to satisfy a potential London arbitration award in Plaintiff's favor.

15. In addition to recovering the principal amount due Plaintiff pursuant to the Charter Agreement, Plaintiff also fully anticipates recovering interest, costs and attorneys' fees, which are routinely awarded to the prevailing party in London arbitration proceedings. As best as can now be estimated, Plaintiff expects to recover the following amounts in the London arbitration:

a.	On the principal claim	\$166,502.32
b.	3 years of interest at 6% per annum, compounded quarterly	\$32,570.88
c.	Costs (arbitrators fees, attorneys' fees etc.)	\$100,000.00
	TOTAL	\$299,073.20

16. On information and belief, the Defendants are all affiliated entities operating under the name "Milan Group" and, at all relevant times held, and continue to hold, themselves out to the world as being members of the "Milan Group," an international trading group based in Lagos, Nigeria.

17. On information and belief, all the members of the "Milan Group," including the Defendants herein, share officers, directors and personnel, as well as common offices and addresses in, among other places, Lagos, Nigeria.

18. Upon information and belief, the said members of the Milan Group, including Defendants herein, transact business as the "Milan Group," and not individually, and said members are jointly and severally liable for the obligation of each other member of the Milan Group, including Sundersons' obligations under the Charter Agreement.

19. Upon information and belief, the said members of the Milan Group, including Defendants herein, are guarantors of the obligations of each individual member of the Milan

Group, including Sundersons' obligations under the Charter Agreement.

20. Upon information and belief, defendants Milan Nigeria, Simran Meher, Sunbeam, Seatrans and Milan Group exercise such complete domination and control over defendant Sundersons, and/or disregarded Sundersons' corporate form, and/or conducted the business and operations of Sundersons as if the same were their own, that adherence to the fiction of the separate existence of the Defendants as entities distinct from one another and/or the separate existence of defendant Sundersons, as distinct from said Defendants, would permit an abuse of the corporate privilege and would sanction fraud and promote injustice.

21. Upon information and belief, there exists, and at all times herein mentioned there existed, a unity of interest and ownership between and amongst Defendants, such that any individuality and separateness between said Defendants have ceased, and Defendants, and each of them, are the alter egos of each other.

22. Upon information and belief, defendants cannot be found within the District, within the meaning of Supplemental Rule B of the Federal Rules Civil Procedure, but they are believed to have or will have during the pendency of this action assets within this District, specifically including cash, funds, freight, hire, accounts and other property, in the hands of garnishees in the District including but not limited to American Express Bank, Ltd.; ABN-AMRO Bank; Standard Chartered PLC; Bank of America; BNP New York; Bank of New York; J.P. Morgan Chase; Deutsche Bank; Citibank, Mashreq Bank, Bank of China and Wachovia Bank, which are believed to be due and owing to the Defendants.



Plaintiff prays:

A. That process in due form of law according to the practice of this Court in admiralty and maritime jurisdiction issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

B. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of the Court to issue Process of Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules and the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all cash, goods, chattels, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee, including American Express Bank, Ltd.; ABN-AMRO Bank; Standard Chartered PLC; Bank of America; BNP New York; Bank of New York; J.P. Morgan Chase; Deutsche Bank; Citibank, Mashreq Bank, Bank of China and Wachovia Bank, which are due and owing to the Defendants, in the amount of \$299,073.20, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B, answer the matters alleged;

C. That this action be stayed and this Court retain jurisdiction over this matter through the entry of any judgment or award, and any appeals thereof; and

D. That Plaintiff have such other, further and different relief as this Court may deem just and proper.

Dated: New York, New York  
June 19, 2007

BROWN GAVALAS & FROMM LLP  
Attorneys for Plaintiff  
TUDOR SHIPPING COMPANY.

By: 

Peter Skoufalos (PS-0105)  
355 Lexington Avenue  
New York, New York 10017  
212-983-8500



VERIFICATION

STATE OF NEW YORK     )  
                                  : ss.  
COUNTY OF NEW YORK    )

PETER SKOUFALOS, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Brown Gavalas & Fromm LLP, attorneys for Plaintiff.
2. I have read the foregoing Verified Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiff is that Plaintiff is a foreign corporation, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of the Plaintiff.

  
PETER SKOUFALOS

Sworn to before me this  
19<sup>th</sup> day of June 2007

  
Notary Public

DONALD P. BLYDENBURGH  
Notary Public, State of New York  
No. 0756036000  
Qualified in Suffolk County  
Term Expires March 16, 2010

**SKOUFALOS AFFIDAVIT**

**MAY 21, 2008**

**EXHIBIT B**

IN THE MATTER OF THE ARBITRATION ACT 1996  
AND IN THE MATTER OF AN ARBITRATION  
BETWEEN:

(1) TUDOR SHIPPING COMPANY INC., Marshall Islands

Claimants

and -

(2) SUNDERSONS LIMITED

And others as described below

Respondents

---

**SETTLEMENT AGREEMENT**

---

This Agreement ("Agreement") is executed on 9 July 2007 between Tudor Shipping Company Inc. Marshall Islands, (1) (the Claimants) and Sundersons Limited (2) (the Respondents). All references to the Respondents in this agreement include the following entities which term shall include but is not limited to Milan Nigeria Limited, Simran Meher Limited, Sunbeam International Investment Corporation, Seatrans and Trading Company Limited, and the Milan Group.

**WHEREAS:**

- 1) By a charter party dated 8 November 2006 on amended synacomex terms with additional clauses the Claimants as disponent owners chartered the Vessel "Al Muhieddine" (the Vessel) to Sundersons Limited for a voyage for the transport of bagged rice from Kakinada, India to Cotonou, Benin and port Harcourt Nigeria (the Charterparty). The Charterparty clause 50 provided for English law and arbitration to apply.

- 2) The cargo was loaded and Bills of Lading were issued at Kakinada, India on 8.12.06 numbered 1 - 20 with notify party/receivers being Milan Nigeria Limited or in some instances Globe West S.A. ("the Bills of Lading").
- 3) Disputes having arisen between the parties, the Claimants commenced arbitration proceedings on 1 June 2007 by appointing Bruce Harris Esq. as their arbitrator and on 6 June 2007 the Respondents appointed David Barnett Esq. as their arbitrator.
- 4) The Claimants claim demurrage and freight due under the Charterparty.
- 5) On 19 June 2007 the Claimants filed an application with the Southern District Court of New York (claim no. 07 Civ 5806) (the New York Proceedings) for a rule B Order against the Respondents, which was subsequently granted and remains in place (the Rule B order).

**AND WHEREAS** without any admission of liability the parties hereto are desirous of settling all claims and counter-claims whatsoever and howsoever arising out of or otherwise relating to the Charterparty, Bills of Lading and New York Proceedings, including but not limited to those set out in the pleadings,

**NOW IN CONSIDERATION OF** the mutual covenants and agreements hereinafter set out and other good and valuable consideration the receipt sufficiency and adequacy whereof is expressly and irrevocably acknowledged

**IT IS HEREBY MUTUALLY AGREED THAT:-**

- 1) all claims and counter-claims, whatsoever and howsoever arising out of or otherwise in relation to the Charterparty, Bills of Lading and New York Proceedings, including

but not limited to those set out in the pleadings, including all issues in relation to interest and costs are settled fully and finally on the following basis:

forthwith the Respondents shall pay in full and without deduction the sum of United States Dollars One Hundred and Seventy One Thousand Five Hundred and Twenty Two and ninety seven cents (US\$165,798.00) to the Claimants' nominated account, which is:

**NATIONAL WESTMINSTER BANK PLC**

**116 FENCHURCH STREET**

**LONDON EC3M 5AN**

**BANK SORT CODE: 56-00-18**

**IBAN No: GB09 NWBK 6073 0104 1052 73**

**IBAN BIC: NWBK GB 2L**

**Account Name: Jackson Parton USS Client Reserve Account**

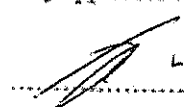
**Account No: 1401/04105273**

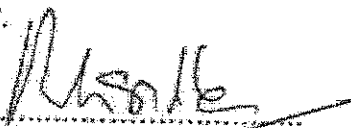
**Reference NGP/MGM/ AL Muhieddine (the Settlement Sum)**

- a) each party to bear its own arbitrator's and lawyer's fees;
- 2) the Settlement Sum is to be held by Jackson Parton on Escrow terms (or equivalent) until the Rule B Order obtained by the Claimants (Tudor Shipping Company) is discharged by the New York Court in the New York Proceedings;
- 3) upon receipt of Usd 165,798.00 referred to in 1) (a) above, the Claimants will instruct their New York Attorneys to apply to the New York Court to discharge the Rule B Order against all parties;
- 4) once obtained the said discharge order will be served by the Claimants' New York Attorneys on all the banks that were served with the Rule B order and a copy of the discharge order will be sent to the Respondents;
- 5) It is mutually agreed that as soon as the Rule B Order obtained by the Claimants (Tudor Shipping Company) is discharged by the New York Court as referred to in 3) and 4) above Jackson Parton will:
  - a) release the Settlement Sum to the Claimants' nominated account; and,

- b) notify Messrs Bruce Harris and David Barnett of this settlement and discontinue the arbitration with no order as to costs
- 6) the parties and their legal advisors shall make no further references to or otherwise discuss the subject matter of the claims and counter-claims; the terms of this agreement and the negotiations that led up to it to remain strictly private and confidential.
- 7) This Agreement shall be subject to English law and to the English High Court of Justice who shall have exclusive jurisdiction to hear and determine any disputes in relation to this matter.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly appointed solicitors on this 9<sup>th</sup> day of July 2007.

  
Solicitors appointed by Claimants  
Jackson Parton

  
On Behalf of the Respondents  
Sundersons Ltd.

**SKOUFALOS AFFIDAVIT**

**MAY 21, 2008**

**EXHIBIT C**



BROWN GAVALAS & FROMM LLP  
Attorneys for Plaintiffs  
CRUISER SHIPPING PTE LTD. and  
UNIVERSAL NAVIGATION PTE LTD.  
355 Lexington Avenue  
New York, New York 10017  
212-983-8500

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CRUISER SHIPPING PTE LTD. and  
UNIVERSAL NAVIGATION PTE LTD.,

07 CV 4036 (JGK)

Plaintiffs,

-against-

**SECOND  
AMENDED VERIFIED  
COMPLAINT**

SUNDERSONS LTD., MILAN NIGERIA LTD.,  
SIMRAN MEHER LTD. and VALECHHA  
HOLDINGS LIMITED,

Defendants.  
-----X

Plaintiffs, CRUISER SHIPPING PTE LTD. ("Cruiser") and UNIVERSAL  
NAVIGATION PTE LTD. ("Universal," and hereinafter with Cruiser, the "Plaintiffs"), by their  
attorneys, Brown Gavalas & Fromm LLP, as and for their Verified Complaint against  
Defendants, SUNDERSONS LTD. ("Sundersons"), MILAN NIGERIA LTD. ("Milan Nigeria"),  
SIMRAN MEHER LTD. ("Simran Meher") and VALECHHA HOLDINGS LIMITED  
("Valechha Holdings") (hereinafter the "Defendants"), allege upon information and belief as  
follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully  
appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal  
Rules of Civil Procedure. The Court has jurisdiction under 28 U.S.C. § 1333.
2. At all material times, plaintiff, Cruiser was, and now is, a foreign corporation with

an office and place of business at 3 Shenton Way, 11-04 Shenton House, Singapore, 068805 and was the registered owner of the motor vessel CRUISER ("the Vessel")

3. At all material times, plaintiff, Universal, was and now is a foreign corporation with an office and place of business at 3 Shenton Way, 11-04 Shenton House, Singapore, 068805, and was the disponent owner of the Vessel.

4. Upon information and belief, at all material times, defendant, Sundersons, was and now is a foreign corporation with an office and place of business at 52a Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

5. Upon information and belief, at all material times, defendant, Milan Nigeria, was and now is a foreign corporation with an office and place of business at 243 Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

6. Upon information and belief, at all material times, defendant, Simran Meher was and now is a foreign corporation with an office and place of business at 52A Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

7. Upon information and belief, at all material times, defendant, Valechha Holdings, was and now is a foreign corporation with an office and place of business at 52A Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

8. On or about August 4, 2006, a charter party agreement was entered into by and between plaintiff, Universal, and defendant, Sundersons, whereby Universal agreed to let, and Sundersons, as charterer, agreed to hire the M/V CRUISER for a voyage, under certain terms and conditions, from Kakinada Port, India to Port Harcourt, Nigeria ("Charter Agreement"). On or about August 30, 2006, September 9, 2006 and September 12, 2006, plaintiff Cruiser issued twenty bills of lading, Nos. C1 to 20, with respect to cargo transported aboard the Vessel.

9. At all relevant times, defendant Milan was the receiver and/or consignee of the cargo evidenced by said bills of lading. The said bills of lading incorporated all of the terms of the Charter Agreement, including the arbitration clause therein and are therefore subject to the same arbitration clause.

10. Clause 50 of the Charter Agreement contains a London arbitration clause which provides :

“Should any dispute arise between Owners and Charterers, the matter in dispute shall be referred to three (3) persons in London, one to be appointed by each of the parties hereto and the third by the two so chosen: their decision or that of any two of them shall be final and for the purpose of enforcing any award, this agreement may be a rule of the court. The Arbitrators shall be commercial men.”

11. On October 19, 2006, the Vessel arrived at the first discharge port, Lagos, Nigeria and on November 6, 2006, the Vessel arrived at the second discharge port, Port Harcourt, Nigeria, incurring total discharge port demurrage, payable by Defendants, of \$36,755.56.

12. At Port Harcourt, the Defendants claimed damage to the cargo discharged at Port Harcourt and prevented the departure of the Vessel by blocking the necessary clearances. In addition, on December 6, 2006, Defendants caused the judicial arrest of the Vessel in Port Harcourt and, without authority from the Court in Port Harcourt or from the Plaintiffs, placed heavily armed men on board the Vessel, effectively holding the Vessel and crew to ransom.

13. With the Vessel now detained and subject to judicial arrest, Defendants demanded payment of \$198,987.60 on grounds of alleged cargo shortage, despite the fact that figures from the master indicated that there was no shortage claim when the quantity of cargo discharged in Port Harcourt was compared to the quantity on the cargo manifest; i.e. the quantity placed on board the Vessel at loading.

14. Plaintiffs made various offers to obtain a release of the Vessel pending adjudication,

on the merits of the alleged cargo claim, including an offer to post a guarantee letter from Plaintiffs' insurer. Such guarantee letters are routinely offered and accepted in international shipping transactions and are considered good and acceptable security for claims.

15. Despite Plaintiffs' repeated and reasonable efforts, Defendants refused to accept security in substitution of the continued detention of the Vessel and demanded resolution of the parties' dispute in Nigeria, in breach of the Defendants' obligation to submit all disputes between the parties to arbitration in London.

16. With the Vessel remaining under arrest and detention by Defendants, and in further breach of the binding London arbitration clause, Defendants refused to release the Vessel in substitution for comparable security and demanded payment of \$70,000, to be made into a Swiss bank account, and the written agreement of the Plaintiffs to forgo their claims against Defendants, including claims for demurrage, in return for the release of the Vessel.

17. Plaintiffs' payment of \$70,000 to Defendants was made under both economic and physical duress, and was procured due to Defendants' breach of the Charter Agreement in detaining the Vessel in Nigeria and seeking to compel Plaintiffs' to forego their rights under the Charter Agreement and applicable law.

18. Defendants' attempt to pursue their claims against Plaintiffs outside London, and their attempts to compel the Plaintiffs to agree to Nigerian jurisdiction or to pay the alleged claim, constitute a breach of contract, economic duress and oppressive and/or vexatious and/or bad faith conduct because:

- a. the Plaintiffs and their insurers have offered to secure Defendants' alleged claims with a Club Guarantee with English law and arbitration; and
- b. the sole purpose of the arrest and the Defendants' refusal to negotiate release of

the Vessel against comparable substitute security was intended to compel and coerce Plaintiffs, under extreme economic duress, to agree to Nigerian jurisdiction and law or into paying Defendants' claim by way of settlement.

19. Clause 54 of the Charter Agreement provides as follows:

"In the event of any alleged cargo claim/shortages Charterers/Receivers are to accept Owners' Pandi Club Letter of Guarantee/bond only. No cash settlement to be allowed whatsoever. Owners Pandi Club is South of England.

If vessel is not released then immediately vessel goes on detention at USD12,000 per day pro rata plus costs of bunkers consumed and any other directly related costs until vessel is released."

A copy of the Charter Agreement is attached hereto as Exhibit "A."

20. Plaintiffs have incurred costs and losses as a result of the detention of the Vessel and the breaches of the Charter Agreement on the part of Defendants, their servants and agents, including load port and discharge port demurrage, detention charges, bunkers consumed during the detention period, daily running expenses and earning losses, in an amount of \$311,650.00, as best as can be determined at the present time.

21. On information and belief, the Defendants, including defendant Valechha Holdings, are all affiliated entities operating under the name "Milan Group" and, at all relevant times held, and continue to hold, themselves out to the world as being members of the "Milan Group," an international trading group based in Lagos, Nigeria.

22. On information and belief, all the members of the "Milan Group," including the Defendants herein, share officers, directors and personnel, as well as common offices and addresses in, among other places, Lagos, Nigeria.

23. Upon information and belief, the said members of the Milan Group, including Defendants herein, transact business as the "Milan Group," and not individually, and said

members are jointly and severally liable for the obligation of each other member of the Milan Group, including Sundersons' obligations under the Charter Agreement.

24. Upon information and belief, the said members of the Milan Group, including Defendants herein, are guarantors of the obligations of each individual member of the Milan Group, including Sundersons' obligations under the Charter Agreement.

25. Upon information and belief, defendant Valechha Holdings exercises such complete domination and control over defendants Sundersons, Mila Nigeria and Simran Meher, and/or disregarded Sundersons's, Milan Nigeria's and Simran Meher's corporate form, and/or conducted the business and operations of Sundersons, Milan Nigeria and Simran Meher as if the same were Valechha Holdings's own, that adherence to the fiction of the separate existence of the Defendants as entities distinct from one another and/or the separate existence of defendants Sundersons, Milan Nigeria and Simran Meher, as distinct from Defendant Valechha Holdings, would permit an abuse of the corporate privilege and would sanction fraud and promote injustice.

26. Upon information and belief, there exists, and at all times herein mentioned there existed, a unity of interest and ownership between and amongst Defendants, such that any individuality and separateness between said Defendants have ceased, and Defendants, and each of them, are the alter egos of each other.

27. In accordance with a binding arbitration clause in the Charter Agreement and in the bills of lading, Plaintiffs will commence arbitration proceedings in London, England.

28. This action is in aid of said arbitration proceedings, as aforesaid, in accordance with 9 U.S.C. § 8. Plaintiffs seek to obtain adequate security to satisfy a potential London arbitration award in Plaintiffs' favor.

29. Plaintiffs sue on their own behalf, and as agents and trustees on behalf of any other persons or parties who may now have, or hereinafter acquire, an interest in this action.

30. Insofar as legal costs and attorneys' fees are routinely awarded to the prevailing party in London arbitration proceedings, Plaintiffs also seek to secure claims for interest and anticipated legal costs and attorneys fees. As best as can now be estimated, Plaintiffs expect to recover the following amounts in the London arbitration:

a.	On the principal claim	\$311,650.00
b.	Interest at 6% per annum, compounded quarterly for 3 years	\$ 60,964.40
c.	Costs (arbitrators' fees, attorneys' fees, etc.)	\$ 45,000.00
	TOTAL	\$417,614.40

23. Upon information and belief, Defendants cannot be found within the District, within the meaning of Supplemental Rule B of the Federal Rules Civil Procedure, but are believed to have or will have during the pendency of this action assets within this District, specifically including cash, funds, freight, hire, accounts and other property, in the hands of garnishees in the District including but not limited to American Express Bank, Ltd.; ABN-AMRO Bank; Mashreq Bank; Standard Chartered PLC; Bank of America; BNP New York; Bank of New York; J.P. Morgan Chase; Citibank, Bank of China and Wachovia Bank, which are believed to be due and owing to the Defendants.

WHEREFORE Plaintiffs pray:

A. That process in due form of law according to the practice of this Court in admiralty and maritime jurisdiction issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Second Amended Verified Complaint;



B. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of the Court to issue Process of Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules and the United States Arbitration Act, 9 U.S.C §§ 1 and 8, attaching all cash, goods, chattels, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee, including American Express Bank, Ltd.; ABN-AMRO Bank; Mashreq Bank; Standard Chartered PLC; Bank of America; BNP New York; Bank of New York; J.P. Morgan Chase; Citibank, Bank of China and Wachovia Bank, which are due and owing to the Defendants, in the amount of \$417,614.40, to secure the Plaintiffs' claim, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged;

C. That this action be stayed and this Court retain jurisdiction over this matter through the entry of any judgment or award, and any appeals thereof; and

D. That Plaintiffs have such other, further and different relief as this Court may deem just and proper.

Dated: New York, New York  
September 6, 2007

BROWN GAVALAS & FROMM LLP  
Attorneys for Plaintiffs  
CRUISER SHIPPING PTE LTD. and  
UNIVERSAL NAVIGATION PTE LTD.

By: 

Peter Skoufalos (PS-0105)  
355 Lexington Avenue  
New York, New York 10017  
212-983-8500

VERIFICATION

STATE OF NEW YORK     )  
                                      : ss.:  
COUNTY OF NEW YORK    )

PETER SKOUFALOS, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Brown Gavalas & Fromm LLP, attorneys for Plaintiffs.
2. I have read the foregoing Second Amended Verified Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiffs is that Plaintiffs are foreign corporations, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of the Plaintiffs.

  
PETER SKOUFALOS

Sworn to before me this  
6<sup>th</sup> day of September, 2007

  
Notary Public

EVAN B. RUDNICKI  
Notary Public of the State of New York  
No. 02RU6142314  
Qualified in Rockland County  
Term Expires March 13, 2008

# EXHIBIT A

24-APR-2007 17:44 FROM JACKSON PARTON

TO 0012129835946

P.22/83

**ORIGINAL****CONTINENT GRAIN CHARTERPARTY**

Code name: "SYNACOMEX 2000"

Adopted PARIS 1987 by SYNDICAT NATIONAL DU COMMERCE EXTÉRIEUR DES CÉRÉALES  
 amended 1990, 1991, 1992 and 2000 in agreement with COMITÉ CENTRAL DES ARMATEURS DE FRANCE  
 in cooperation with Chambre Arbitrale Lituaite de Paris and the French Grain Growers and P. Smalley Association

PART 1

Approved by  
 The European Chamber of  
 Commerce and Industry (ECCI)



Approved by  
 The European Chamber of Commerce and Industry (ECCI)

1. Shipbroker(s) Angloamer Shipping Ltd., London	2. Place and date of Charter Party London 04 <sup>th</sup> AUGUST 2006
3. Owners and place of business (state full name and address) (2.1) Universal Navigation as Disponent Owners	4. Charterers and place of business (state full name and address) (2.1) Sundersons Nigeria, Ltd.
5. Vessel's name (2.1) and GRAINER IMO / hull / call: Panama 1982 Helios MT / GT: 12,504/2,834 Summer DWT: See Clause 24	6. First layday date (2.1) 12 <sup>th</sup> August 2006 Cancelling date (2.1) 22 <sup>nd</sup> August 2006
7. Loading port(s) (2.1) Kauai	8. Discharge port(s) / subject ready to load (2.1) trading
9. Always afloat ( ) or "always afloat" ( )	10. Advance notice (2.1) at least 10 days
10. Discharging port(s) (2.1) 1 safe berth Lagoon plus 1 safe Port Harcourt	11. Discharging port number at day 1 to 7
11. Always afloat ( ) or "always afloat" ( )	12. Freight rate (2.1) USD 80.00 per metric ton free in and out free closed basis 1 load/2 discharge
12. Cargo nature and quantities (2.1) No cargo ( ) or Maximum in bags for average ( )	13. Loading rate (2.1) 1000 metric tons per day 1000 metric tons per day 1000 metric tons per day
13. Freight rate payment terms currency and method of payment, beneficiary and bank account (2.1) See Clause 47	14. Discharging rate (2.1) 1000 metric tons per day 1000 metric tons per day 1000 metric tons per day
14. Always afloat ( ) or "always afloat" ( )	15. Demurrage / Despatch money (2.1) USD 5,000 per day / no demurrage
15. Agree to loading port(s) (2.1) See Clause 12	16. Agree to discharging port(s) (2.1) See Clause 12
16. Cargo insurance, maximum (2.1) 15% to Charterers to be deducted from freight	17. Brokerage commission and to whom payable (2.1) 1.5% to Angloamer Shipping Ltd. to be deducted from freight
17. Address Commission (2.1) 15% to Charterers to be deducted from freight	18. Deduction ( ) or Non-deduction ( )
18. Number of the additional clauses covering special provisions. If any agreed Additional clauses from clause 29 to clause 60 are deemed to be incorporated in this Charter Party	
It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein consisting of PART 1 and PART 2 including additional clauses if any agreed and stated in Sec. 22. In the event of any modification, the provisions of PART 1 shall prevail over those of PART 2 in the event of conflict and the Charterers shall be bound by the provisions of PART 1.	
For the Charterers <i>[Signature]</i>	For the Charterers

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 FROM: JACKSON PARTON TO: 0012129835946 P.24/83

**ORIGINAL**

**PART II**  
**"SYNACOMEX 2000" Confident Grain Charterparty**

when ready,	112	as loading at time on demurrage, when loading has	168
Only when the loading and/or discharging berth is	113	been effected at loading port and has been certified by	169
unavailable, or Shippers or Receivers not ready to load/	114	proper survey or by a competent authority. Bills of Lading	170
discharge Master may warrant that the Vessel is in all		shall not be issued by Master for cargo not received having	171
respects ready and may tender notice of readiness to load	115	been deposited in the cargo shed for such investigation.	172
and/or discharge from any other waiting place, whether in	116		
port or not, whether in berth or not, whether in free pratique or not,	117	<b>12. Lights and Gear</b>	173
whether customs		Whenever required, Vessel shall supply free use of lights	174
cleared or not.	118	as on board but sufficient to carry on night work.	175
Laytime shall commence at 04.00-12.00 hours if notice of	119	Provided described as geared, Vessel, whenever required,	176
readiness to load and/or discharge is validly tendered at or	120	shall supply free use of all cargo handling gear on board in	177
before 12.00 hours and at 08.00 hours on the next working	121	good working order, with the necessary power, and of	178
day if notice of readiness is validly tendered after 12.00	122	tarpaulins, ropes and slings as on board. Shore hands shall	179
hours. Time used before commencement of laytime shall	123	be used to drive the gear, at Shippers/Charterers'	180
not count. At loading port Laytime shall not count between 12.00	124	Receivers' account. Any time actually lost on account of	181
hours on		breakdown of Vessel's gear shall not count as laytime or	182
Saturdays or 12-12.00 hours on days preceding a Holiday and	125	time on demurrage and any stored-on-berth time charges	183
08.00 hours on Monday or the following working day, even if used.	126	incurred thereby shall be for Owners' account. The Gear's / Crane's	184
At discharging port(s) laytime shall not count between 17.00		breakdown then laytime not to count but always on pro rata basis.	
hours on Friday or 17.00 hours on the day preceding Holiday and			
08.00 hours on Monday or the following working day, even if used.			
When weather		<b>13. Agencies</b>	185
which shall add time as specified shall count.	127	At loading port, Vessel shall be assigned to the Agents	186
Any delays caused by war risks, quarantine or by closure	128	designated in <u>Box 12</u> . See Clause 52.	187
of the major port shall not count as laytime unless the	129	At discharging port, Vessel shall be assigned to the Agents	188
Any delays caused by ice, floods, quarantine, or cases of "force	130	designated in <u>Box 13</u> . See Clause 52.	189
majeure" shall not count as laytime unless			
Vessel is already on demurrage. Once on demurrage always on		<b>14. Extra Insurance</b>	190
demurrage but Charter Party exceptions always to apply the gear		Any Extra Insurance on cargo due to Vessel's age and/or sag	191
breakdown crew and/or officers strike, failure to pay any		and/or excess and/or ownership shall be for Charterers' account	192
disbursement accounts for Owners' account etc.		Cumulative amount not limited to the	193
When Master has received notice of readiness to load or	131	amount specified in <u>Box 14</u> such extra insurance shall be	194
discharge from a waiting place and Vessel is subsequently	132	covered by Charterers to Owners' account and shall be	195
found unready in application of the above provisions, laytime	133	deducted from settlement of freight.	
or time on demurrage shall not count from the time the Vessel	134		
is rejected until the time she is accepted. Additionally, any	135	<b>15. Brokerage</b>	196
actual time lost on account of Vessel's obtaining free pratique	136	A brokerage commission as stated in <u>Box 20</u> on the gross	197
or customs clearance shall not count as laytime or time on	137	amount of freight, deadweight and demurrage earned, is	198
demurrage.	138	due to the party(ies) designated in <u>Box 20</u> and is deductible	199
At second or subsequent port(s) of loading and discharging,	139	from same unless "non-deductible" has been specifically	200
laytime or time on demurrage shall resume counting from	140	agreed.	201
Vessel's arrival at loading or discharging berth, if available,	141		
or from Vessel's arrival at a usual waiting place, if berth is	142	<b>16. Address Commission</b>	202
unavailable.	143	An address commission as stated in <u>Box 21</u> on the gross	203
At all ports any time lost shelling from waiting place to berth	144	amount of freight, deadweight and demurrage earned is	204
shall not count as laytime or as time on demurrage.	145	due to Charterers and is deductible from freight, deadweight	205
		and demurrage.	206
<b>9. Demurrage, Despatch Money</b>	146		
Demurrage is payable by Charterers at the rate stated in	147	<b>17. ISM Clause</b>	207
<u>Box 18</u> USD 6,000 per day pro rata half despatch laytime saved	148	From the date of coming into force of the International Safety	208
both ends per day of 24 consecutive hours or pro rata.		Management (ISM) Code in relation to the Vessel and	209
Owners shall pay to Charterers despatch money for laytime	149	thereafter during the currency of this Charter Party, the	210
saved in loading/discharging at the rate stated in <u>Box 18</u>	150	Owners shall procure that both the Vessel and "the	211
but not to exceed 24 consecutive hours or pro rata.	151	Company" (as defined by the ISM Code) shall comply with	212
		the requirements of the ISM Code. Upon request the	213
<b>10. Seaworthy Trim</b>	152	Owners shall provide a copy of the relevant Document of	214
If ordered to be loaded or discharged at more than one	153	Compliance (DOC) and Safety Management Certificate	215
berth and/or port, the Vessel is to be left in seaworthy trim	154	(SMC) to the Charterers.	216
to Masters reasonable satisfaction for the passage between	155	Except as otherwise provided in this Charter Party, loss,	217
berths and/or ports at Shippers/Charterers/Receivers'	156	damage, expense or delay caused by failure on the part of	218
expense, and time used for placing Vessel in seaworthy	157	the Owners or "the Company" to comply with the ISM Code	219
trim shall count as laytime or time on demurrage.	158	shall be for the Owners' account.	220
<b>11. Fumigation See Clause 57</b>	159	<b>18. Bills of Lading</b>	221
Charterers have the liberty to fumigate the cargo on board	160	The Master is to sign Bills of Lading as presented without	222
at loading and discharging ports or places on request	161	prejudice to the terms, conditions and exceptions of this	223
in full and expense Charterers are responsible for	162	Charter Party. If the Master delegates the signing of Bills of	224
ensuring that Officers and Crew are not held liable for actions	163	Lading to his Agents, but always to be in strict conformity with	225
on board the Vessel or in port, ship or shore fumigation or on	164	Master's Receipts, he shall give them authority to do so	
on board in any health hazards while on board. Charterers	165	in writing, copy of which is to be furnished to Charterers.	226
will not be liable for fumigation or for expenses incurred	166	When Bills of Lading marked "Freight prepaid" are required,	227
because of the fumigation or of any loss or damage to the cargo	167	See Clause 47.	
		Goods shall be released by Owners' representatives upon receipt	228

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PART II  
"SYNACOMEX 2000" Continent Grain Charterparty

of a telegraphic Charterparty-Bank concerning that freight payment has been received by the Charterers.	220	fill up elsewhere for their own account as under section b)	204
	221	or to declare the Charter Party null and void unless	205
18. Retel	231	Charterers agree to load full cargo at the open port	206
Charterers have the right to retel at a port of the Charter Party if the remaining cargo is not sufficient to cover	232	Port of Discharge	207
	233	a) Should the vessel be prevented from receiving part of the discharge, Receivers shall have the option of keeping Vessel waiting until the reopening of navigation and paying demurrage, or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after Master or Owners have given notice to Charterers of the impossibility of reaching port of destination.	208
20. Deviation	234	b) If during discharging the Master for fear of Vessel being frozen in deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge.	209
Deviation in saving or attempting to save life or property at sea or for bunkering purposes or any other reasonable deviation shall not be deemed an infringement of this Charter Party and the Owners shall not be liable for any loss or damage resulting therefrom.	235	c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	210
21. Lien Clause	240	24. Amended Centrocon Strike Clause	211
The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charter Party.	241	If the cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike or Lock-out of any class of workmen essential to the loading of the cargo, or by reason of obstructions or stoppages beyond the control of the Charterers caused by Riots, Civil Commotions or a Strike or Lock-out on the Railways, or in the Docks, or other loading Places, or if the cargo cannot be discharged by reason of Riots, Civil Commotions or of a Strike or Lock-out of any class of workmen essential to the discharging, the time for Loading or discharging, as the case may be, shall not count during the continuance of such causes, provided that a Strike or Lock-out of the Shipper's and/or Receiver's men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the Strike or Lock-out.	212
22. Responsibilities and Immunities	242	In case of any delay by reason of the before-mentioned causes, no claim for damages or demurrage, shall be made by the Charterers / Receivers of the cargo, or Owners of the Vessel. For the purpose, however, of settling despatch Money accounts, any time lost by the Vessel through any of the above causes shall be counted as time used in loading or discharging, as the case may be.	213
Except as otherwise provided and stipulated in this Charter Party, it is hereby expressly agreed that this Charter Party shall have effect subject to the provisions of the Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924, as amended in the country of shipment. These rules shall apply to every Bill of Lading issued under this Charter Party.	243	25. General Average and New Jason Clause	214
When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.	244	General average shall be adjusted according to the York-Antwerp Rules 1994 or any subsequent modification thereof, but where the adjustment is made in accordance with the law and practice of the United States of America, the following Clause shall apply:	215
In cases where the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924, as amended by the Protocol signed at Brussels on February 23rd, 1953 - The Hague - Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply.	245	In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.	216
The Owners shall in no case be responsible for loss of or damage to cargo howsoever arising prior to loading into and after discharge from the Vessel.	246	If a sailing ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said sailing ship or ships belonged to strangers. Such deposit as the	217
Save to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance or non-performance resulting from Act of God, war, civil commotion, quarantine, strikes, lockouts, riots or rebellion of previous, riots and peoples or any other events whatsoever which cannot be avoided or organized against.	247		218
23. Amended Generalized Clause	248		219
Port of Loading	249		220
At the event of the loading port being inaccessible by reason of ice when Vessel is ready to proceed from her last port or at any time during the voyage or on Vessel's arrival or in case from acts in after Vessel's arrival, the Master for fear of being frozen in is at liberty to leave without cargo, and this Charter Party shall be null and void.	250		221
b) If during the loading the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for Owners's benefit to any port or ports including port of discharge. Any port cargo thus loaded under this Charter Party to be forwarded to destination at Vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Receivers, freight being paid on quantity delivered (in proportion of lumpsum), all other conditions as per Charter Party.	251		222
c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load the full cargo at the open port and	252		223

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ORIGINAL

PART II  
 "SYNACOMEX 2000" Continent Grain Charterparty

carrier or his Agents may deem sufficient to cover the  
 estimated contribution of the goods and any salvage and  
 special charges thereon shall, if required, be made by  
 the goods, shippers, consignees or owners of the goods  
 to the carrier before delivery.  
 and the Charterers shall procure that all Bills of Lading issued  
 under this Charter Party shall contain the same Clause.

26. Both-to-Blame Collision Clause  
 If the liability for any collision in which the Vessel is involved  
 while performing this Charter Party fails to be determined  
 in accordance with the laws of the United States of America,  
 the following Clause shall apply:  
 "If the ship comes into collision with another ship as a result  
 of the negligence of the other ship and any act, neglect or  
 default of the master, mariner, pilot or the servants of the  
 carrier in the navigation or in the management of the ship,  
 the owners of the goods carried hereunder will indemnify  
 the carrier against all loss of liability to the owner or non-  
 carrying ship or her owners in so far as such loss or liability  
 represents loss of or damage to or any claim whatsoever  
 of the owners of the said goods, paid or payable by the  
 owner of non-carrying ship or her owners to the owners of  
 the said goods and set off, recovered or recoverable by the  
 owner of non-carrying ship or her owners as part of their  
 claim against the carrying ship or carrier.  
 The foregoing provisions shall also apply where the...  
 Owners, Operators or those in charge of any ship or ships  
 or objects other than, or in addition to, the colliding ships or  
 objects are at fault in respect to a collision or contact"  
 and the Charterers shall procure that all Bills of Lading issued  
 under this Charter Party shall contain the same Clause.

27. War Risks ("Voywar 1953")  
 a) For the purpose of this Clause, the words:  
 (i) "Owners" shall include the shipowners, bareboat  
 charterers, disponent-owners, managers or other operators  
 who are charged with the management of the Vessel, and  
 the Master; and  
 (ii) "War Risks" shall include any war (whether actual or  
 threatened), act of war, civil war, hostilities, revolution,  
 rebellion, civil commotion, warlike operations, the laying of  
 mines (whether actual or reported), acts of piracy, acts of  
 terrorism, acts of hostility or malicious damage, incursions  
 (whether imposed against all vessels or imposed selectively  
 against vessels of certain flags or ownership, or against  
 certain cargoes or crews or otherwise howsoever), by any  
 person, body, national or political group, or the Government  
 of any state whatsoever, which, in the reasonable judgement  
 of the Master and/or the Owners, may be dangerous or are  
 likely to be or to become dangerous to the Vessel, her cargo,  
 crew or other persons on board the Vessel.  
 b) If at any time before the Vessel commences loading, it  
 appears that, in the reasonable judgement of the Master  
 and/or the Owners, performance of the Charter Party, or  
 any part of it, may expose, or is likely to expose, the Vessel,  
 her cargo, crew or other persons on board the Vessel to  
 War Risks, the Owners may give notice to the Charterers  
 cancelling this Charter Party, or may refuse to perform such  
 part of it as may expose, or may be likely to expose, the  
 Vessel, her cargo, crew or other persons on board the Vessel  
 to War Risks, provided always that if this Charter Party  
 provides that loading or discharging is to take place within a  
 range of ports, and at the port or ports nominated by the  
 Charterers the Vessel, her cargo, crew, or other persons  
 on board the Vessel may be exposed, or may be likely to be  
 exposed, to War Risks, the Owners shall first require the  
 Charterers to nominate any other safe port which lies within  
 the range for loading or discharging, and may only cancel  
 this Charter Party if the Charterers shall not have nominated  
 such safe port or ports within 48 hours of receipt of notice of  
 such requirements.  
 c) The Owners shall not be required to continue to load  
 cargo for any voyage, or to sign Bills of Lading for any part  
 or place, or to proceed or continue on any voyage, or on  
 any part thereof, or to proceed through any canal or  
 waterway, or to proceed to or remain at any port or place  
 whatsoever, where it appears, either after the loading of  
 the cargo commences, or at any stage of the voyage  
 thereafter before the discharge of the cargo is completed,  
 that, in the reasonable judgement of the Master and/or the  
 Owners, the Vessel, her cargo (or any part thereof), crew  
 or other persons on board the Vessel (or any one or more  
 of them) may be, or are likely to be, exposed to War Risks.  
 If it should so appear, the Owners may by notice request  
 the Charterers to nominate a safe port for the discharge of  
 the cargo or any part thereof, and if within 48 hours of the  
 receipt of such notice, the Charterers shall not have  
 nominated such a port, the Owners may discharge the cargo  
 at any safe port of their choice (including the port of loading)  
 in complete fulfilment of the Charter Party. The Owners shall  
 be entitled to recover from the Charterers the extra expenses  
 of such discharge and, if the discharge takes place at any  
 port other than the loading port, to receive the full freight as  
 though the cargo had been carried to the discharging port  
 and if the extra distance exceeds 100 miles, an additional  
 freight which shall be the same percentage of the freight  
 contracted for as the percentage which the extra distance  
 represents to the distance of the normal and customary  
 route, the Owners having a lien on the cargo for such  
 expenses and freight.  
 d) If at any stage of the voyage after the loading of the  
 cargo commences, it appears that, in the reasonable  
 judgement of the Master and/or the Owners, the Vessel,  
 her cargo, crew or other persons on board the Vessel may  
 be, or are likely to be, exposed to War Risks on any part of  
 the route (including any canal or waterway) which is normally  
 and customarily used in a voyage of the nature contracted  
 for, and there is another longer route to the discharging  
 port, the Owners shall give notice to the Charterers that  
 that route will be taken, in this event the Owners shall be  
 entitled, if the total extra distance exceeds 100 miles, to  
 additional freight which shall be the same percentage of  
 the freight contracted for as the percentage which the extra  
 distance represents to the distance of the normal and  
 customary route.  
 e) The Vessel shall have liberty:  
 (i) to comply with all orders, directions, recommendations  
 or advice as to departure, arrival, routes, sailing in convoy,  
 ports of call, stoppages, destinations, discharge of cargo,  
 delivery or in any way whatsoever which are given by the  
 Government of the Nation under whose flag the Vessel sails,  
 or other Government to whose laws the Owners are subject,  
 or any other Government which so requires, or any body or  
 group acting with the power to compel compliance with their  
 orders or directions;  
 (ii) to comply with the orders, directions or recom-  
 mendations of anywar risk underwriters who have the  
 authority to give the same under the terms of the war risks  
 insurance;  
 (iii) to comply with the terms of any resolution of the Security  
 Council of the United Nations, any directive of the European  
 Community, the effective orders of any other Supranational  
 body which has the right to issue and give the same, and  
 with national laws aimed at enforcing the same to which

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**ORIGINAL**

**PART II**  
**"SYNCOMEX 2000" Continent Grain Charterparty**

the Owners are subject, and to obey the orders and	484
directions of those who are charged with their enforcement;	485
(iv) a discharge at any other port any cargo or part thereof	486
which may render the Vessel liable to confiscation as a	487
contraband carrier;	488
(v) to call at any other port to change the crew or any part	489
thereof or other persons on board the Vessel when there is	500
reason to believe that they may be subject to internment,	501
imprisonment or other restrictions;	502
(vi) where cargo has not been loaded or has been	503
discharged by the Owners under any provisions of this	504
Clause, to load other cargo for the Owners' own benefit	505
and carry it to any other port or ports whatsoever, whether	506
backwards or forwards or in a contrary direction to the	507
primary or customary trade;	508
f) If in compliance with any of the provisions of sub-clauses	509
bi to e) of this Clause anything is done or not done, such	510
shall not be deemed to be a deviation, but shall be	511
considered as due fulfilment of the Charter Party.	512
28. Arbitration See clause 49	513
Any dispute arising out of the present contract shall be	514
referred to arbitration of 3 arbitrators to be appointed as	515
per the Charter Party - 12 two clauses - 10 days before	516
the goods are loaded according to the rules of Chamber	517
Arbitration and arbitration shall be held in London and	518
binding upon both parties. The right of both parties to refer	519
any dispute to arbitration shall be irrevocable and shall	520
be a condition of discharge and bills of lading and other	521
performance. Twelve months after the completion of the	522
Clause 5 of this Charterparty shall be completed which shall	523
be the date of completion of the cargo and shall be deemed	524
also to be deemed to be the date of completion of the cargo	525

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**SKOUFALOS AFFIDAVIT**

**MAY 21, 2008**

**EXHIBIT D**

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CRUISER SHIPPING PTE LTD. and  
UNIVERSAL NAVIGATION PTE LTD.,

Plaintiffs,

-against-

SUNDERSONS LTD., MILAN NIGERIA LTD.,  
SIMRAN MEHER LTD. and VALECHHA  
HOLDINGS LIMITED,

Defendants.

07 CV 4036 (JGK)

**STIPULATION AND ORDER OF  
DISCONTINUANCE**

WHEREAS, the Plaintiffs, CRUISER SHIPPING PTE LTD. and UNIVERSAL NAVIGATION PTE LTD., ("Plaintiffs") commenced this action on or about May 23, 2007, by filing a Summons and Verified Complaint in the United States District Court for the Southern District of New York; and

WHEREAS, on application of the Plaintiffs, Process of Maritime Attachment and Garnishment was issued on or about May 24, 2007 pursuant to Supplemental Rule B directing the restraint of assets of defendants SUNDERSONS LTD. and MILAN NIGERIA LTD. up to the amount of \$417,614.40; and

WHEREAS, on or about June 21, 2007 and September 6, 2007, Plaintiffs filed an Amended Complaint and a Second Amended Complaint, adding as defendants in this action, SIMRAN MEHER LTD. and VALECHHA HOLDINGS LIMITED; and

WHEREAS, on application of the Plaintiffs, Process of Maritime Attachment and Garnishment was issued on or about September 7, 2007 pursuant to Supplemental Rule B directing the restraint of assets of defendants, SUNDERSONS LTD., SIMRAN MEHER LTD.,

VALECHHA HOLDINGS LTD. and MILAN NIGERIA LTD. ("Defendants"), up to the amount of \$417,614.40; and

WHEREAS, pursuant to this Court's Second Amended Ex Parte Order of Maritime Attachment and Garnishment, on or about October 4, 2007, Plaintiffs attached property of Defendant MILAN NIGERIA LTD. in the amount of \$417,614.40 ("the Attached Funds") in the form of an electronic funds transfer at garnishee Standard Chartered Bank; and

WHEREAS, the Attached Funds remain under attachment by garnishee Standard Chartered Bank; and

WHEREAS, defendant MILAN NIGERIA LTD. filed an Answer and Counterclaim in this action on or about November 15, 2007 and therein demanded countersecurity in the amount of \$158,472.73; and

WHEREAS, pursuant to this Court's order, Plaintiffs have provided the demanded countersecurity in the form of a Letter of Undertaking from Plaintiffs' protection and indemnity club, The South of England Protection and Indemnity Association (Bermuda) Limited (the "LOU"); and

WHEREAS, arbitration proceedings to resolve the underlying dispute are currently pending in London; and

WHEREAS, Plaintiffs and Defendants agree and concur that the Attached Funds should remain in the custody of garnishee Standard Chartered Bank; and

WHEREAS, Plaintiffs and Defendants agree and concur that this Honorable Court should retain jurisdiction over the Attached Funds; and

WHEREAS, the parties hereto contemplate that it may become necessary to obtain an Order from this Court to release the Attached Funds pursuant to a Final Unappealable Award

issued by a properly constituted London Arbitration Tribunal in the underlying London arbitration; and

WHEREAS, Defendants have reserved the right, in the event they become reasonably insecure about The South of England Protection and Indemnity Association (Bermuda) Limited's ability to honor its financial obligations under the LOU, to obtain an Order from this Court directing plaintiffs to post alternate countersecurity consistent with the terms of the LOU; and

WHEREAS, Plaintiffs and Defendants agree and concur that this action should be discontinued without prejudice and without costs to either party;

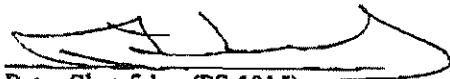
**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:**

1. This action is hereby discontinued without prejudice and without costs.
2. The Plaintiffs or Defendants may re-file this action, without need to pay an additional filing fee, within 120 days from the entry of a Final Unappealable Award of a properly constituted London Arbitration Tribunal in order to request an Order directing the release of the Attached Funds pursuant to such Award, or to request any other relief necessary to effect the disposition of the Attached Funds.
3. Defendants may, in the event they become reasonably insecure about the South of England's ability to honor its financial obligations under the LOU, re-file this action, without need to pay an additional filing fee, to request an Order directing plaintiffs to post alternate security consistent with the terms of the LOU.
4. The Attached Funds shall remain under attachment with garnishee Standard Chartered Bank and this Court shall retain jurisdiction over the Attached Funds and the LOU to the extent provided by its terms; provided however that the Attached Funds and/or the LOU may

be released without further order of this Court pursuant to the joint written instructions of the parties hereto, or their authorized counsel.

Dated: New York, New York  
April 7, 2008

BROWN GAVALAS & FROMM LLP  
Counsel for Plaintiffs



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BLANK ROME LLP  
Counsel for Defendants



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(212) 885-5270 - phone  
(718) 332-3795 - fax

SO ORDERED

4/18/08  
  
U.S.D.J.



**SKOUFALOS AFFIDAVIT**

**MAY 21, 2008**

**EXHIBIT E**

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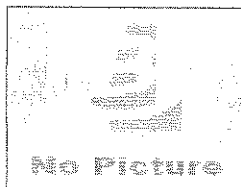


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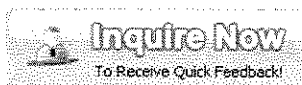
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#### Company Profile

Company name	Milan Nigeria Limited
Product/Services	<b>We provide:</b> Would like to sell MG-1 Coca Beans <b>We require:</b>
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Nigeria - Lagos: Manufacturer / Trading Company / Importer / Exporter

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*We are regularly **Selling**: cocoa beans, dried split ginger, sesame seeds, raw cashew nuts.*

### Main Business Activities

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